

HELM

FINANCIAL CORPORATION

One Embarcadero Center • San Francisco, CA 94111

415/398-4510

FAX 415/398-4816

www.hlmx.com

February 27, 2004

RECORDATION NO. 22070-B FILED

MAR 8 '04 12:48 PM

SURFACE TRANSPORTATION BOARD

MAR 8 2004
RECEIVED

Mr. Vernon Williams
Surface Transportation Board
1925 K Street, NW
Washington, D.C. 20423-0001

RE: Certification of True Copy of the Assignment and Assumption Agreement dated as of September 30, 2003 ("**Assignment and Assumption**") between the David J. Joseph Company (f/k/a Joseph Transportation Services, Inc.) and Helm Financial Corporation.

Dear Mr. Williams:

On behalf of Helm Financial Corporation, I submit for filing and recording, under 49 U.S.C. Section 11303(a) and the regulations promulgated thereunder the following document:

Two (2) fully executed originals of the above-referenced Assignment and Assumption.

In connection with the recording of the Termination, please note the following information:


<u>Name and Address of Assignor:</u>	The David J. Joseph Company 300 Pike Street Cincinnati, OH 45201-4222
<u>Name and Address of Assignee:</u>	Helm Financial Corporation One Embarcadero Center, Suite 3700 San Francisco, CA 94111

<u>Equipment:</u>	One hundred twenty-four (124) Gondola Railcars ECCX 98001-98148 (Not Inclusive)
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Please record this Assignment and Assumption as a supplemental agreement to STB Recordation No. 22070 filed on March 12, 1999. The filing fee of \$30.00 is included in our enclosed check.

Summary: Certification of True Copy of the Assignment and Assumption Agreement dated as of September 30, 2003 between the David J. Joseph Company (f/k/a Joseph Transportation Services, Inc.) as the Assignor and Helm Financial Corporation as the Assignee for 124 coal gondola railcars, ECCX 98001-98144 (not inclusive), to be filed as a supplemental agreement. Please file this Assignment and Assumption as a supplemental agreement to STB Recordation No. 22070.

Yours truly,


Sharon L. Van Fossan
Supervisor Contract Administration

/svf
Enclosures (2)

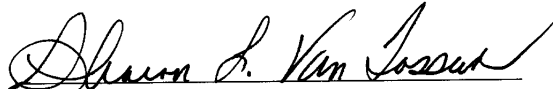
RECORDATION NO. 22070-B FILED

CERTIFICATION OF TRUE COPY

MAR 8 '04 12:48 PM

SURFACE TRANSPORTATION BOARD

On October 9, 2003, I Sharon L. Van Fossan, have examined the original copy of the Assignment and Assumption Agreement dated as of September 30, 2003 between The David J. Joseph Company (f/k/a Joseph Transportation Services, Inc.) and Helm Financial Corporation, and I hereby certify that I have compared the attached duplicate copy with the original and that it is a complete, true and correct copy of the original in all respects, including the dates, signatures and acknowledgments thereof.

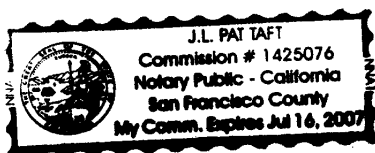

Sharon L. Van Fossan
Supervisor Contract Administration

STATE OF CALIFORNIA)
) S.S.
COUNTY OF SAN FRANCISCO)

On October 9, 2003, before me, J. L. Pat Taft, personally appeared Sharon L. Van Fossan, Supervisor Contract Administration for **HELM FINANCIAL CORPORATION**,

X personally known to me -OR-

— proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Witness my hand and official seal.


SIGNATURE OF THE NOTARY

[Notarial Seal]

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Assignment") is dated September 30, 2003 ("Closing Date"), by and between THE DAVID J. JOSEPH COMPANY (f/k/a JOSEPH TRANSPORTATION SERVICES, INC.), a Delaware corporation ("Assignor") and HELM FINANCIAL CORPORATION, a California corporation ("Assignee").

R E C I T A L S

WHEREAS, pursuant to the terms and conditions of that certain Agreement of Purchase and Sale dated as of June 17, 2003, between Assignor and Assignee ("Agreement") the Assignor desires to assign to Assignee all of its rights and obligations under that certain Railroad Equipment Lease dated as of February 16, 1999, together with all supplements, amendments, waivers and other related documentation, including, without limitation, the Guaranty Agreement of Allied Waste Industries, a Delaware corporation (collectively, the "Lease") pertaining to the railcars ("Units") all as more particularly described on Schedule A hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment. Assignor hereby forever and irrevocably assigns, transfers and sets over to Assignee all of its right, title and interest in and to the Lease, subject to no liens, security interests or other encumbrances; provided, however, that Assignor retains and does not assign to Assignee, the following rights: (a) the right to payment of (i) all rents and all other amounts (including, without limitation, Casualty Settlement Value payments) due and payable under the Lease for all rental periods prior to October 1, 2003, and (ii) the right to the payment of indemnities and liability insurance proceeds which are now or hereafter payable to the Assignor for its own account under the Lease, in respect of any claims against the Assignor relating to periods ending on or prior to the Closing Date, and (b) the right to enforce payment of the amounts referred to in the foregoing clause (a) of this paragraph without cost or expense to the Assignee.

2. Assumption. Assignee hereby assumes and agrees to fully and timely perform all of the obligations and liabilities of the Lessor under the Lease, to the extent such obligations and liabilities first accrue and arise after the Closing Date and pertain to time periods after the Closing Date; provided, however, that Assignee does not assume any obligations or liabilities under the Lease regarding any other items of rail equipment except with respect to the Units purchased under the Agreement.

3. Further Assurances. At the request of Assignee and without further consideration, the Assignor shall execute and deliver such additional instruments of transfer and will take such other action as Assignee may reasonably request in order to more effectively carry out the transactions contemplated in this Assignment.

4. Counterparts. This Assignment may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

5. Binding Effect. This Assignment shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

6. Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the State of California without reference to its conflict of laws provisions.

IN WITNESS WHEREOF, the parties pursuant to due authority have executed this Assignment through their authorized representatives as of the date first above written.


ASSIGNOR

ASSIGNEE

THE DAVID J. JOSEPH COMPANY

HELM FINANCIAL CORPORATION

By: 
Name: Paul G. Jantsch
Title: Executive Vice President

By: 
Name: John F. Dains
Title: President

SCHEDULE A

TO THE ASSIGNMENT AND ASSUMPTION AGREEMENT

Unit Description:

One hundred twenty-four (124) 4,000 cubic foot flat bottom coal gondola railcars built by Hawker Siddley in 1970-1974.

Unit Mark and Numbers:

ECXX

98001*, 98002*, 98003, 98004, 98005, 98007, 98008, 98009, 98011, 98015, 98016, 98017, 98018, 98019, 98020, 98021, 98022, 98023, 98025, 98026, 98027, 98029, 98031, 98032, 98033, 98034*, 98035, 98036, 98037, 98038, 98039, 98040, 98041, 98042, 98043, 98044, 98045, 98046, 98048, 98049, 98050, 98051, 98052, 98053, 98054, 98055, 98056, 98057, 98058, 98059, 98060, 98061, 98062, 98063, 98064, 98065, 98066, 98067, 98069, 98070, 98071, 98072, 98073, 98074, 98075, 98076, 98077, 98078, 98079, 98080, 98081, 98082, 98083, 98084, 98085, 98086, 98087, 98088, 98090, 98091, 98092, 98093, 98095, 98096, 98097, 98098, 98099, 98100, 98101, 98103, 98105, 98106, 98108, 98109*, 98110*, 98111*, 98112*, 98114*, 98115*, 98116*, 98117*, 98118*, 98119, 98120*, 98122*, 98124*, 98125, 98128, 98129, 98131, 98132, 98133, 98135, 98136, 98137, 98138, 98139, 98140, 98142, 98144, 98145, 98146, 98147, 98148

* Denotes cars built prior to July 1974 as follows:

ECXX 98001	5/74
ECXX 98002	5/74
ECXX 98034	5/74
ECXX 98109	1/70
ECXX 98110	1/70
ECXX 98111	1/70
ECXX 98112	1/71
ECXX 98114	8/71
ECXX 98115	1/74
ECXX 98116	1/74
ECXX 98117	1/74
ECXX 98118	1/74
ECXX 98120	1/74
ECXX 98122	1/74
ECXX 98124	1/74

STATE OF OHIO)
) S.S.
COUNTY OF HAMILTON)

On September 30, 2003 before me, Linda M. Baughman, personally appeared Paul G. Jantsch, the Executive Vice President of THE DAVID J. JOSEPH COMPANY (f/k/a JOSEPH TRANSPORTATION SERVICES, INC.), personally known to me to be the person whose name is/are subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



LINDA M. BAUGHMAN Witness my hand and official seal.

Notary Public, State of Ohio
My Commission Expires
July 22, 2007

Linda M. Baughman
SIGNATURE OF THE NOTARY

[Notarial Seal]

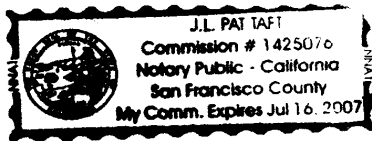
STATE OF CALIFORNIA)
) S.S.
COUNTY OF SAN FRANCISCO)

On October 1st, 2003 before me, J.L. Pat Taft,
personally appeared John F. Dains, President of HELM FINANCIAL
CORPORATION,

X personally known to me -OR-

___ proved to me on the basis of satisfactory evidence

to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~ authorized capacity~~(ies)~~, and that by his/~~her~~/~~their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.



Witness my hand and official seal.

J. Pat Taft
SIGNATURE OF THE NOTARY

[Notarial Seal]